

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   22</b>	
2. AMENDMENT/MODIFICATION NO. <b>0001</b>		3. EFFECTIVE DATE <b>23-Jun-2005</b>		4. REQUISITION/PURCHASE REQ. NO. <b>W13G86-3199-3629</b>		5. PROJECT NO.(If applicable)	
6. ISSUED BY <b>U S ARMY ENGR DISTRICT, NEW ENGLAND 696 VIRGINIA RD CONCORD MA 01742-2751</b>		CODE <b>W912WJ</b>		7. ADMINISTERED BY (If other than item 6) <b>See Item 6</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X 9A. AMENDMENT OF SOLICITATION NO. <b>W912WJ-05-B-0007</b>			
				X 9B. DATED (SEE ITEM 11) <b>27-May-2005</b>			
				10A. MOD. OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Amendment necessary to provide additional drawings, a transcript of the Pre-Bid Conference, revise various specification section and provide answers to questions/clarifications received.  The Bid Opening has been changed from "27 June 2005 at 2:00 PM" to "06 July 2005 at 2:00 PM".							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  <b>23-Jun-2005</b>	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

Answers/Clarifications to Questions received:

Q1. Will the USACE or RI DOT require railroad insurance since the RI DOT railroad right of way crosses through the property?

A1. RIDOT has clearly identified the insurance that they will require for work in their Right-of-Way in paragraph H of the temporary easement attached.

Q2. Specification Section 01356 paragraph 1.4.2.3 and 3.3 references Erosion Control Matting. Paragraph 1.4.2.3 specifically states that it shall be installed at the locations indicated on the drawings, paragraph 3.3 does not indicate where it shall be installed. The drawings do not indicate where it is required. Please clarify where the erosion control blanket is to be installed.

A2. See revision to Specification Section 01356.

Q3. There are not any details or specifications for the new gate with lock shown on drawing C-401 at the new gravel parking lot and the one shown on drawing C-103 at the utility access road entrance off Anthony Road. Please provide details as to the size, construction, location, height, materials, etc. that these gates are to be constructed of.

A3. See attached RIDEM drawing (C5) 'Steel Bar Gate' (attached). The contractor must supply and install an equivalent gate at the new parking area and at the new curb cut that leads to contractor staging area.

Q4. Bid Item 0003 (LS), Clearing, Grubbing and Stripping, requires the removal of the root mass for Phragmites. The plans and Spec section 02230 call for a six-inch minimum of removal below the original surface. Please confirm that we should include only the six inch minimum removal in bid item 0003 and any removals below the six inch min. will be paid as excavation under bid item 0004

A4. That is a reasonable interpretation.

Q5. Under which pay item is the capping and seeding of the disposal area paid?

A5. Guidance in Spec Sec. 01270 Para 1.5 says non-specific items say to put those items where they best fit.

Q6. Please confirm that the landscaping only includes a total of 24 swamp rose shrubs.

A6. Plan sheet C-401 is clear on the number of shrubs required.

Q7. Sheet C-501 has details for representative cross sections of the Berm and the Disposal Area. Both show a 6 inches minimum thickness “cap material.” Specification Section 02300.2.3 defines Disposal Area Cover Material as “a product composed of organic soil meeting the requirements of loam as specified in M.18.01 of the State Specifications.” Submittals required for this Section include submitting “the locations of the proposed sources and the names of the processing firms for cover material for the disposal area.” Given that this appears to require loam borrow, should there be a Loam Borrow item on the bid form, or is this item incidental to another work item?

A7. The placement of cap material on the Disposal Area is incidental to Excavation (Item 0004). The placement of cap material on the Berm is incidental to constructing the Berm (Item 0005). (See revisions to Specification Section 01356)

#### SPECIFICATION AND DRAWING CHANGES:

#### SECTION 00010 - SOLICITATION CONTRACT FORM

CLIN 0010 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Lump Sum	N/A	\$ _____
	RHODE ISLAND DEPT OF TRANSPORTATION (RIDOT) INSURANCE				

#### SECTION 00700 - CONTRACT CLAUSES

The following have been deleted:

52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.236-4004	INSURANCE REQUIRED	JAN 2000

### **SPECIFICATIONS**

#### CHANGES TO SPECIFICATIONS

1) Section 01110, Summary of Work. Paragraph 1.4, Second Paragraph, Second Sentence. Delete the second sentence in its entirety and replace with the following:

“The contractor shall repair any damage to the railroad Right-of-Way and/or rail infrastructure and insure that no additional drainage shall flow onto the Right-of-Way in connection with the project.”

2) Section 01270, Measurement and Payment. Add the following new paragraph:

“j. Item No. 0010, Rhode Island Department of Transportation (RIDOT) Insurance. The contractor shall comply with the requirements for insurance included in Paragraph H of the “Temporary Easement” for use of the RIDOT railroad right-of-way. The Temporary Access Easement is included in Amendment 0001. The contractor shall comply with the requirements for insurance included in the “Physical Alteration Permit” issued by RIDOT for curb cuts off Anthony Road. The Physical Alteration Permit is attached to Section 01355 ENVIRONMENTAL PROTECTION. All costs for these insurance requirements shall be included in this item.

Unit of measure: Job Lump Sum

3) Section 01355, Environmental Protection. Add the attached “Temporary Access Easement, Rhode Island Department of Environmental Management, Portsmouth, RI” to the end of this section. (Bidders should note Paragraph H, for additional insurance requirements. There will be no additional bonding requirements necessary other than those required in Section 00700, Contract Clauses.)

4) Section 01356, Erosion and Sediment Control. Paragraph 1.4.2.3, Erosion Control Matting, second sentence.

Delete the following "at the locations indicated on the drawings" and replace with "on constructed slopes at 1V on 3H or steeper".

5) Section 02630, Storm Drainage System. a) Paragraph 1.2, Submittals. Add the following at the end of the first paragraph:

“SD-01 Preconstruction Submittals

Culvert Installation Plan; G, RO

The Contractor shall submit an installation plan for the pipe to connect to the outfall from the parking lot drainage system.”

b) Add the following new paragraph:

“1.4 Parking Lot Drainage System

Drawing C-103 calls for the contractor to provide a pip connect to the outfall from the parking lot drainage system. This pipe shall be a 15-inch diameter HDPE culvert 175 feet long. The contractor shall submit an installation plan for approval.”

## DRAWINGS

The following sketch is added to the contract Documents; Sketch “DR. 213 SH.80.”

The following drawing is added to the contract Documents: “C5, Steel Bar Gate”

Informational Drawing (RIDOT Railroad Right of Way in the vicinity of Bristol Ferry Road)

Informational Drawing (Aquidneck Island Land Trust, dtd 9/27/04)

ATTACHMENTS

Transcript from Pre-Bid Conference

Submittal Register

Sketch “DR. 213 SH 80

Drawing C5, Steel Bar Gate

Informational Drawing (RIDOT Railroad ROW)

Informational Drawing (Aquidneck Island Land Trust)

Temporary Access Easement, Rhode Island Dept of Environmental Mgmt

VOLUME I, PAGES 1-17

U.S. ARMY CORPS OF ENGINEERS

NEW ENGLAND DISTRICT

RE: THE TOWN POND 1135 PROJECT

MEETING HELD AT THE PORTSMOUTH TOWN OFFICES

2200 East Main Street

Monday, June 13, 2005

PARTICIPANTS:

David Larsen, Army Corps of Engineers  
Chris Turek, Army Corps of Engineers  
Rachael Raposa, Army Corps of Engineers  
Maurice Beaudoin, Army Corps of Engineers  
Jay McGinn, Army Corps of Engineers  
Gary Crosby, Assistant Town Planner, Portsmouth

Don Lamparella, Compass Environmental

Jim Kibbee, ECC  
Ray Francisco, ECC  
Van Jenkins, ECC

David Beck, Cashman  
Pete Nute, Cashman

Philip Scalise, Maxymillian Tech

Bob Pion, John Riccio Corporation

John Devito, Northern Construction

Bill Dowling, E.Q.R.

Chad Sumner, Great Meadows

Timothy Conlin, R. Zoppo Corp.

Doug Shattuck, Tetra Tech

John Palmer, Charter Environmental

Sandy Key, Grandview Construction

Shannon Walsh, Certified Shorthand Reporter

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DAVE LARSEN: Folks, once again, thank you for coming. We're more comfortable in here than outdoors. I want to make sure that everyone signed in or registered with Rachael Raposa, that way you will be able to get the transcript of whatever we discuss today or this morning.

Is everybody signed in? If you don't, you may not get the information you think you're going to get.

We got to see things from a couple different perspectives. I tried to give you an indication of where certain plan elements were, presuming all of you have seen the plans at this point, you know, and are somewhat familiar with them.

I guess we can do our best to try to take your questions now.

RACHAEL RAPOSA: Just before you ask a question, can you just identify yourself, even just for this group.

DAVE LARSEN: It will help the stenographer, too --

RACHAEL RAPOSA: And one person at a time.

DAVE LARSEN: -- to know who to attribute the questions to.

DON LAMPARELLA: Don Lamparella with Compass Environmental. Did you say there were three access points into the site, and can you briefly delineate what the limitations are on equipment for each access?

DAVE LARSEN: Okay. Don, where we started our meeting today along Anthony Road, there will be a contractor staging area that's going to require some clearing, you may note when you're poking around out there. That will be a brand new curb cut off Landsy Road that you, the contractor, would be creating.

There is also a project feature, a new parking area that shows very clearly on the plan along Anthony Road that is a new curb cut with some specific instruction attributes that DOT insists on and drainage as well that you will also be creating.

We have permission to utilize the RI DOT railroad right-of-way that we walked this morning from Bristol Ferry Road across town and also DOT transportation easement. You are not allowed to disrupt the tracks, the roadbed, or the drainage

adversely in any way. There is also shown on the plan a schematic for a temporary construction access road from the Bay View cul de sac.

As I mentioned in the field, but in case any of you did not hear me, you have the option of going down there and poking around after this meeting. It's a residential area in a very small, typically no parking cul de sac. In the end it wouldn't have been able to accommodate the number of vehicles, the number of folks that we had at one time.

There is a herd path from the end of the cul de sac that goes down to the shore front area. You'd be able to see the existing channel that winds its way into the bridge that we visited earlier. Those are the principal areas of the access to the site that I'm aware of.

Would you like to add anything, Chris?

CHRIS TUREK: No.

DON LAMPORELLA: I just have a follow-up question. At the Bay View cul-de-sac, is there a limitation of equipment that can access the site in there in terms of size or since it's residential?

DAVE LARSEN: I would suggest that we

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try to be good neighbors. I do not believe that there is a particular restriction on access, but we need to remind you that you should be mindful of the clearances in terms of the pavement width and folks that may or may not have a right to park in front of their own dwellings, and also the overhead utility lines, things like that that may be there, trees, et cetera.

I think that much of the equipment that you're going to place on-site you're going to probably bring on there and keep there for the duration of the job, however long it may take you to prosecute the job.

CHRIS TUREK: I would think that it's just the Town of Portsmouth traffic restrictions.

JIM KIBBEE: Jim Kibbee, ECC.

My question is, is there a high ground -- the lower you can't really see, but is there a high ground to get to the west berm from the new parking lot area, and is there a high ground to get to the power line access road?

MAURICE BEAUDOIN: From the engineering.

JIM KIBBEE: It kind of looked like another drawing, but you can't see by the weeds.

MAURICE BEAUDOIN: We walked the power lines down possibly the second or third power poles, at that point it starts to get damp. I walked from the rail line towards the way the disposal ground is in the same situation. Basically if you look at the drawings, it's fairly flat. There's very little elevation change on the entire site.

JIM KIBBEE: Okay. Thank you.

MAURICE BEAUDOIN: Someone else had a question?

BOB PION: Bob Pion with John Ricchio Corp.

Does the State of Rhode Island require a separate permit to be taken out by the contractor for the access for Anthony Road?

DAVE LARSEN: No. I believe we have those permits. This is the, I believe, physical alteration permit that Rhode Island DOT has issued, so we should be all set in that perspective.

BOB PION: Well, they generally require a separate contract to take out and also in addition to your physical alteration. And this protects their end of it. And sometimes they require a bond as opposed to by the contractor.

MAURICE BEAUDOIN: From what we

understand, if there are State regulations, we will see what they want as far as what the contract calls for and the subject design, and that will be required.

BOB PION: But yours overrides theirs?

MAURICE BEAUDOIN: I can't say that.

I'm not sure how -- I'm not confident as to how and what regulations will be made from DOT, and whether or not our physical alterations permit excludes us from taking a bond, but I think what is going to occur here is any work from the right-of-way from the State of Rhode Island will require some remedy as far as insurance purposes, from their perspective. I can't say that it's not.

BOB PION: So this is taken for granted?

MAURICE BEAUDOIN: We'll have to get back to you in the form of an amendment.

BOB PION: Thank you.

MAURICE BEAUDOIN: If all of us could speak up a little bit so our stenographer can at least capture what we're trying to say, I'd appreciate it.

Any other questions?

JOHN DEVITO: John DeVito, Northern

Construction. Are there any railroad protection requirements, insurances, anything like that for working on the railroad right-of-way?

MAURICE BEAUDOIN: Jay, do you want to take care of that, that question?

JAY MCGINN: It's --

MAURICE BEAUDOIN: We have the railroad -- the DOT access easement for that particular parcel of land. The whole lot was full. I'm not familiar with it myself at this point.

JOHN DEVITO: Some railroads require insurance within their right-of-way, and I didn't know if that was applicable down here.

MAURICE BEAUDOIN: It's owned by the State of Rhode Island. It's not owned by a railroad. You have access to it through us, I would suspect that's all.

Yes, sir.

JIM KIBBEE: Jim Kibbee, ECC.

How can we divert -- is there a way to divert Founders Brook so we can dry out the culvert? Right now I don't think the drawings -- I show a blank where Founders Brook runs here and there's a blank spot and it comes in. And we really need to

dry that place out, so I was wondering if in some way we can divert Founders Brook.

MAURICE BEAUDOIN: We have a construction sequence that we -- I'll let Chris answer that because he's been working with that.

CHRIS TUREK: You know, to require submittal, you control a water submittal, so it's up to your ingenuity to --

JIM KIBBEE: So we just give you an idea?

CHRIS TUREK: Well, we're going to rate it and approve it, but, you know, it's going to go through our engineering division to see if we agree if it's going to work or not. But we give you average flows, we show schematics for --

JIM KIBBEE: I thought maybe we could shoot it off somewhere.

MAURICE BEAUDOIN: We anticipate it, the de-watering, as part of the construction of this project as being a somewhat significant portion of the work.

JIM KIBBEE: Can I just add another question on this? What kind of flooding conditions can we expect if we've got flooding, all kinds of things that are --

MAURICE BEAUDOIN: The flow calculations and the incidence of flooding as well as the elevation of flood tides are provided in the specifications. You're going to have to make your assessments based on that information. There's nothing that we can provide to you any more than what's in the documents right now.

JIM KIBBEE: Thank you.

DAVE LARSEN: Are there any other questions?

JIM KIBBEE: Yeah. Don Lamparella with Compass Environmental.

Will the sign-in list be part of the notes you're going to send?

MAURICE BEAUDOIN: Yes.

BOB PION: Bob Pion, John Ricchio Corp.

Where in your drawings do you note the vertical clearance to the high-tension lines? In other words, we're restricted as far as distance?

DAVE LARSEN: What we have learned in our discussions with Narragansett Electric is that depending upon the time of year, temperature, and atmospheric conditions, the clearances change. Narragansett Electric is very concerned about the

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safety due to this variable sag between the towers, and they have a strong desire to work with us, if necessary, on a daily basis advising the contractor what is safe and how to prosecute it.

You may have noted in the specification there may be some restrictions on how and where temporary haul roads can be constructed and some of that is with those transmission lines in mind.

BOB PION: At any time do they mention shielding?

DAVE LARSEN: Not to me.

BOB PION: Because they do have a method of shielding required, generally put in place by the electric company, that I've come across in the past.

DAVE LARSEN: I'm under the impression that most routine work, the clearances are sufficient for what we anticipate is going to happen during the construction. I think that periodic safety meetings and things will be conducted to discuss, you know, the day or week's work ahead and attempt to evaluate what's going to happen.

There are, again, certain changes to meteorological situations that the power company has indicated that may be more of a concern

-- there may be times that there  
will be more of a concern than others.

But, you know, for the most part I  
assume, Moe, we'll stick with the OSHA requirements  
for work in those types of area.

MAURICE BEAUDOIN: Yeah, our EM-385 1-1  
publishers require between that and operating  
equipment based on the high voltage lines. I don't  
foresee that being a major issue other than working  
around the poles.

BOB PION: Thank you.

MAURICE BEAUDOIN: We're going to secure  
-- we're going to attempt to find out from National  
Grid to how much sag we're going to expect.

BOB PION: The catenary.

MAURICE BEAUDOIN: The catenary, right.

BILL DOWLING: Bill Dowling, E.Q.R.

Is there a planting plan that goes along  
with this? I see on page 15 that there are swamp  
rows that are going in there, and I hadn't seen a  
line item and pay line items for anything that has  
to do with planting.

DAVE LARSEN: The swamp rose that you  
refer to I think are the ones to be planted in a

couple of rows along the top of the new berm which would be constructed. Those are intended to provide kind of a visual buffer and perhaps to deter folks walking down there.

The idea was to keep the public off that end of the site and have the public access by that foot path that you see leaving the new parking area down that central road instead. So as to what pay item we are on, I'm still working on that.

BILL DOWLING: What about quantity? Is there an onset to spacing, or is there quantity in this book that I haven't got to yet, or is it on the plan that I just didn't see?

MAURICE BEAUDOIN: It's in item 5. Line Item Number 5, Construct Berm. But I don't know the number of plantings required.

DAVE LARSEN: It shows it on sheet 401.

BILL DOWLING: Is that the only spot?

CHRIS TUREK: Two rows of shrubs twelve per row.

MAURICE BEAUDOIN: Right. That's all it calls for.

DAVE LARSEN: It just says, "Space evenly across top of slope of berm."

BILL DOWLING: Nowhere else?

CHRIS TUREK: Twenty-four shrubs.

DAVE LARSEN: There's an eight-foot gap  
in the center. See 401.

MAURICE BEAUDOIN: It's in item 5.

DAVE LARSEN: Any other questions?

CHAD SUMNER: Chad Sumner from Great  
Meadows. This question is just a little bit on  
the history of the town and what type of materials  
you're expecting to use. Is this a dredge level  
area or is this a lateral dredge area?

DAVE LARSEN: Dredge material from the  
improvement of Fall River Harbor was placed there  
around 1950, 1951. There's information on the type  
of material and the physical properties in the specs.

MAURICE BEAUDOIN: Hydraulically placed.

DAVE LARSEN: Any other questions?

MAURICE BEAUDOIN: That's it.

DAVE LARSEN: We appreciate all of you  
who came here today and I hope that seeing the site  
and the notes we'll be providing will help you with  
some answers.

RACHAEL RAPOSA: I just want to repeat  
again what I said earlier about registering on our

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website. If you don't register, you won't get the amendment, you won't get any information. Going through Dodge reports and others like New England Construction News, will not give you the correct And most accurate information you need, so you should definitely register on our web page if you haven't.

DAVE LARSEN: Rachael, the bid opening is?

RACHAEL RAPOSA: The 27th.

CHAD SUMNER: If we have any additional questions, who should we address that to?

RACHAEL RAPOSA: Me.

CHAD SUMNER: How much time up to the bid opening will you allow for questions to be answered?

RACHAEL RAPOSA: We don't have a cutoff, but if it's something that changes the specs, yes, that will affect the bid opening date. So my advice is just to try to get your questions in this week.

We're expecting to issue this amendment on Monday. We call it an amendment, it will just be the questions and answers, so if you have anything from now until Friday, it would be great if you could get it in.

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CHAD SUMNER: Thank you.

MAURICE BEAUDOIN: I'll leave some business cards anywhere on the table, if somebody wants one. If you want to get a hold of my office, we'll be administering the contract.

DAVE LARSEN: Thank you again for coming.

MAURICE BEAUDOIN: Thank you again, gentlemen.

DAVE LARSEN: One more thing I wanted to mention, the Town of Portsmouth has done some aerial photography in March of this year. This is a black and white example of what they've got. You can get it in color. You should contact Gary Crosby of the Town of Portsmouth if you are interested.

GARY CROSBY: Assistant Town Planner, Gary Crosby. I didn't leave my cards up there.

This photography is color aerial photography shot at approximately one inch equals six hundred feet, so it could be used for one hundred scale to a foot contouring or mapping, if you wanted to.

I just received the photography this past week. I just have a set of contact prints

right now. I don't know how -- I have to talk to the town administrator about how we can make this available. If you give me about a week or so to get that squared away, then contact me directly and we can work something out.

MAURICE BEAUDOIN: Do you have an electronic copy of this, or just a contact print?

GARY CROSBY: I have these images in TIF format right now, scanned as a TIF format right now. They're not registered, they're just pretty pictures right now.

DAVE LARSEN: Unless there are more questions, that's it. If you have more questions, we'll try to answer them.

Thank you for coming.

(End of Summary of Changes)

# SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION TOWN POND RESTORATION, PORTSMOUTH, RHODE ISLAND						CONTRACTOR											
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION OR REVIEWER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/  DATE RCD FROM CONTR	APPROVING AUTHORITY				MAILED TO CONTR/  DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01110	SD-01 Preconstruction Submittals														
			Progress Schedule	1.5.2.2	G RO												
			Sequence of Construction	1.5.2.3	G RO												
			Temporary Construction Access	1.4	G RO												
		01270	SD-01 Preconstruction Submittals														
			Quantity Surveys														
		01330	SD-01 Preconstruction Submittals														
			Submittal register		G RO												
		01355	SD-01 Preconstruction Submittals														
			Environmental Protection Plan	1.7	G RO												
		01356	SD-01 Preconstruction Submittals														
			Erosion and Sediment Control Plan		G RO												
			SD-07 Certificates														
			Mill Certificate or Affidavit	2.1.3													
		01500	SD-01 Preconstruction Submittals														
			Site Plan	1.3	G RO												
		01525	SD-01 Preconstruction Submittals														
			Accident Prevention Plan (APP)	1.8	G RO												
			Activity Hazard Analysis (AHA)	1.9	G RO												
			Crane Critical Lift Plan	1.8.1	G RO												
			SD-06 Test Reports														
			Accident Reports	1.13.1													
			Monthly Exposure Reports	1.13.3													
			Regulatory Citations and Violations	1.13.4													

# SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION TOWN POND RESTORATION, PORTSMOUTH, RHODE ISLAND						CONTRACTOR											
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION REVIEWER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01525	Crane Reports	1.13.5													
		01720	SD-07 Certificates														
			Qualifications	1.3													
		01780	SD-11 Closeout Submittals														
			As-Built Drawings	1.2.1	G DO												
		02220	SD-01 Preconstruction Submittals														
			Work Plan		G RO												
		02300	SD-01 Preconstruction Submittals														
			Plan of Operation		G RO												
			Embankment Material														
			Nuclear Density		G RO												
			Sources of Materials		G RO												
			Cover for Disposal Area														
			SD-06 Test Reports														
			Laboratory and Field Test Results		G RO												
			SD-07 Certificates														
			Arsenic Content		G RO												
		02373	SD-07 Certificates														
			Geotextile	2.1.1	G RO												
		02381	SD-06 Test Reports														
			Stone Quality and Density		G RO												
			Source of Stone		G RO												
		02401	SD-01 Preconstruction Submittals														
			Temporary Cofferdam and Water		G DO												
			Control and Diversion Plan														
			Design Details and Calculations	3.1	G DO												

# SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION TOWN POND RESTORATION, PORTSMOUTH, RHODE ISLAND						CONTRACTOR											
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION REVIEWER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION			APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
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		02576	SD-03 Product Data														
			Mix Designs		G RO												
		02630	SD-01 Preconstruction Submittals														
			Culvert Installation Plan		G RO												
			SD-03 Product Data														
			Pipe	2.1	G RO												
			Placing Pipe	3.3	G RO												
			Flap Valve	2.2	G RO												
		02722	SD-04 Samples														
			Material		G RO												
			SD-06 Test Reports														
			Field Density Tests	1.4.2.3	G RO												
		02731	SD-04 Samples														
			Material		G RO												
			SD-06 Test Reports														
			Sampling and Testing	1.4	G RO												
			Density Tests		G RO												
		02840	SD-07 Certificates														
			Guard Rail Components	2.1	G RO												
		02921	SD-01 Preconstruction Submittals														
			Delivery	1.4.1	G RO												
			Turf and Shrub Establishment	3.6	G RO												
			Period														
			SD-03 Product Data														
			Surface Erosion Control Material	2.5	G RO												
			Chemical Treatment Material		G RO												

# SUBMITTAL REGISTER

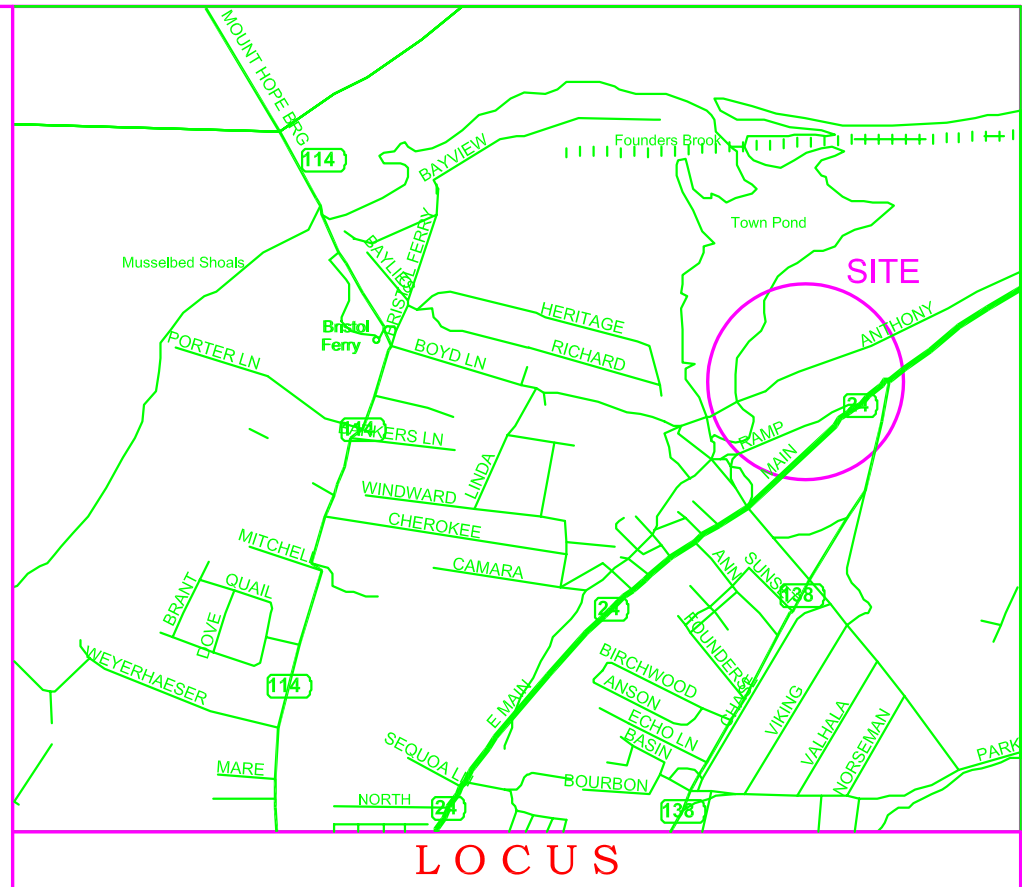
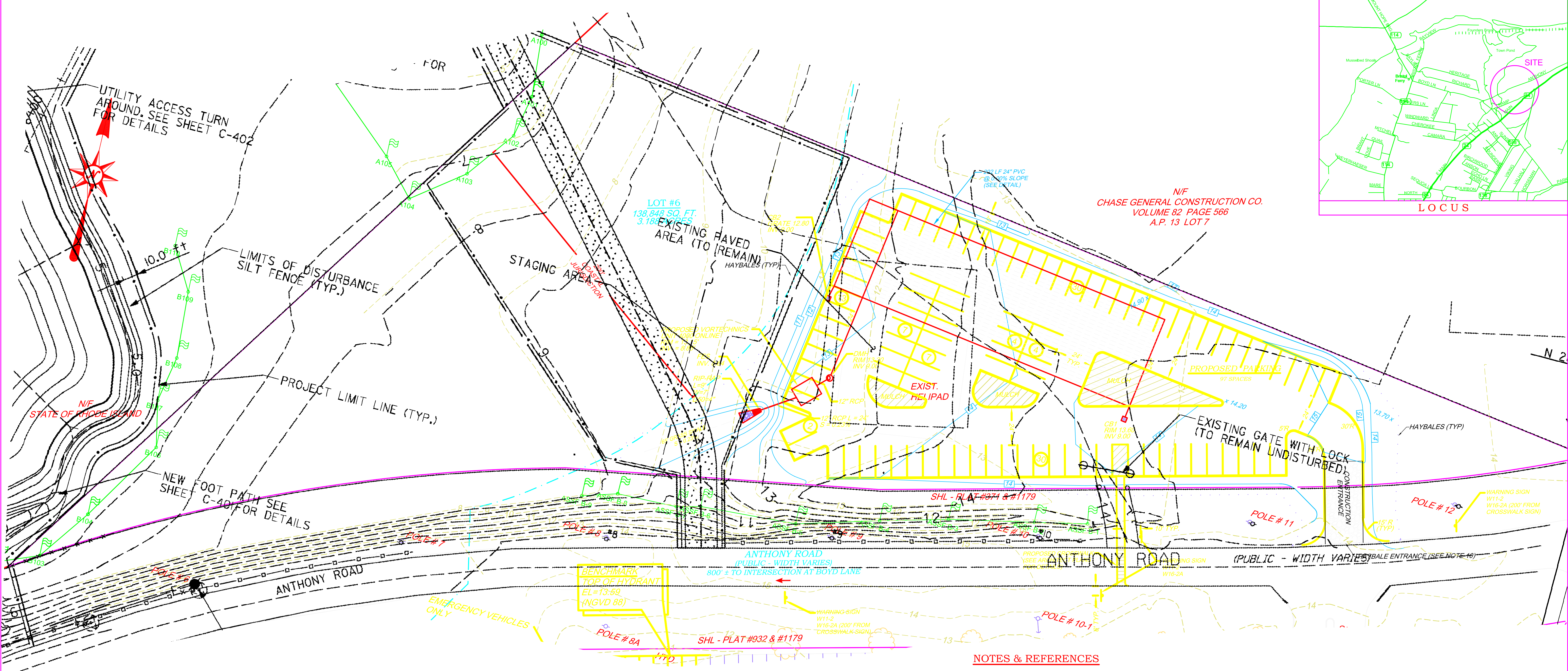
CONTRACT NO.

TITLE AND LOCATION TOWN POND RESTORATION, PORTSMOUTH, RHODE ISLAND						CONTRACTOR											
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION REVIEWER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
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(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		02921	SD-04 Samples														
			Soil Test	3.1.4	G RO												
			SD-07 Certificates														
			Seed	2.1	G RO												
			pH Adjuster	2.2.1	G RO												
			Fertilizer	2.2.2	G RO												
			Mulch	2.3	G RO												
			Shrubs	2.1.4	G RO												
			SD-10 Operation and Maintenance														
			Data														
			Quantity Check		G RO												
			Maintenance Record	3.6.4.2	G RO												
		03307	SD-03 Product Data														
			Air-Entraining Admixture	2.1.3.1	G RO												
			Accelerating Admixture	2.1.3.2	G RO												
			Water-Reducing or Retarding Admixture	2.1.3.3	G RO												
			Curing Materials	2.1.9	G RO												
			Reinforcing Steel	2.1.5	G RO												
			Waterstops	2.1.6	G RO												
			Batching and Mixing Equipment														
			Conveying and Placing Concrete	3.2													
			Formwork	2.1.7													
			SD-06 Test Reports														
			Aggregates	2.1.2													
			Concrete Mixture Proportions	1.3.3	G RO												

CONTRACT NO.

CONTRACTOR

[illegible]



### NOTES & REFERENCES

- REFERENCE IS MADE TO THE FOLLOWING PLANS AND MAPS:  
A. "LAND OF JOSEPH MENDES PORTSMOUTH, R.I. SCALE: 1"=40' DATE: APRIL 4, 1966 MALCOM E. BERRETT, P.E."  
B. RHODE ISLAND HIGHWAY PLATS #371, #932, #933 & #1179.
- REFERENCE IS MADE TO THE FOLLOWING TOWN OF PORTSMOUTH RHODE ISLAND LAND EVIDENCE RECORDS REGARDING RECORD TITLE TO THE PREMISES SURVEYED:  
A. LOTS 6 & 8 - VOLUME 431 PAGE 45 - PRAMUKH CORPORATION 6/23/95.
- THESE PREMISES MAY BE SUBJECT TO THE FOLLOWING RIGHTS OF WAY OR EASEMENTS OF RECORD:  
NONE FOUND
- THESE PREMISES MAY BENEFIT FROM THE FOLLOWING RIGHTS OF WAY OR EASEMENTS OF RECORD:  
NONE FOUND
- THESE PREMISES ARE SITUATED IN 'B' & 'C' ZONES AS DEFINED ON:  
"NATIONAL FLOOD INSURANCE PROGRAM FIRM FLOOD INSURANCE RATE MAP TOWN OF PORTSMOUTH RHODE ISLAND NEWPORT COUNTY COMMUNITY PANEL NUMBER 445405 0004 D MAP REVISED JULY 20, 1998 FEDERAL EMERGENCY MANAGEMENT AGENCY."
- THESE PREMISES ARE SITUATED IN A 'R-10' (RESIDENTIAL DISTRICT) ZONE.  
**DIMENSIONAL REQUIREMENTS**  
AREA = 10,000 SF  
LOT FRONTAGE = 100'  
FRONT S/B = 20'  
SIDE S/B = 10'  
REAR S/B = 20'  
STORIES = 2  
MAX. BLDG. HGT. = 20'  
MAX. LOT COVERAGE = 20%  
NOTE - ZONING INFORMATION IS FROM CURRENT ZONING AND MAY NOT REFLECT THE CONDITIONS AT THE TIME OF CONSTRUCTION OR ANY VARIANCES GRANTED.
- 97 STRIPED PARKING SPACES PROVIDED.
- THIS SURVEY DOES NOT REPRESENT ANY ATTEMPT TO LOCATE OR VERIFY THE EXISTENCE OR NONEXISTENCE OF ANY SUBSURFACE APPURTENANCES, UTILITIES OR STRUCTURES. ALL SUCH VERIFICATIONS ARE SUBJECT TO A SCOPE OF SERVICES BEYOND THIS CONTRACT.
- THE WETLAND FLAGS SHOWN HEREON WERE PLACED IN THE FIELD BY ECOTONES, INC., JULY 2003.
- INSTALL HAYBALES AT CONSTRUCTION ENTRANCE DURING NON-WORKING HOURS

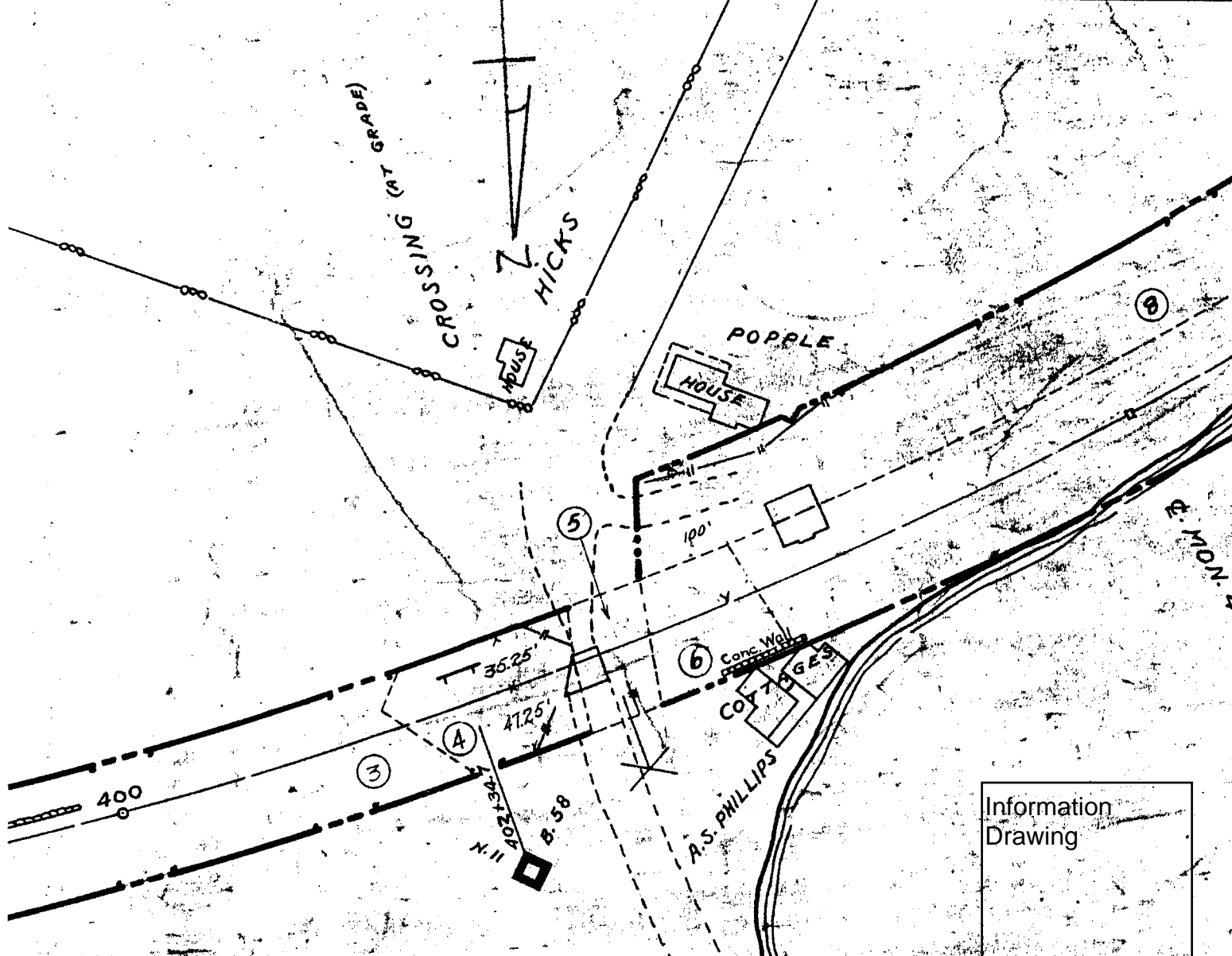
### LEGEND

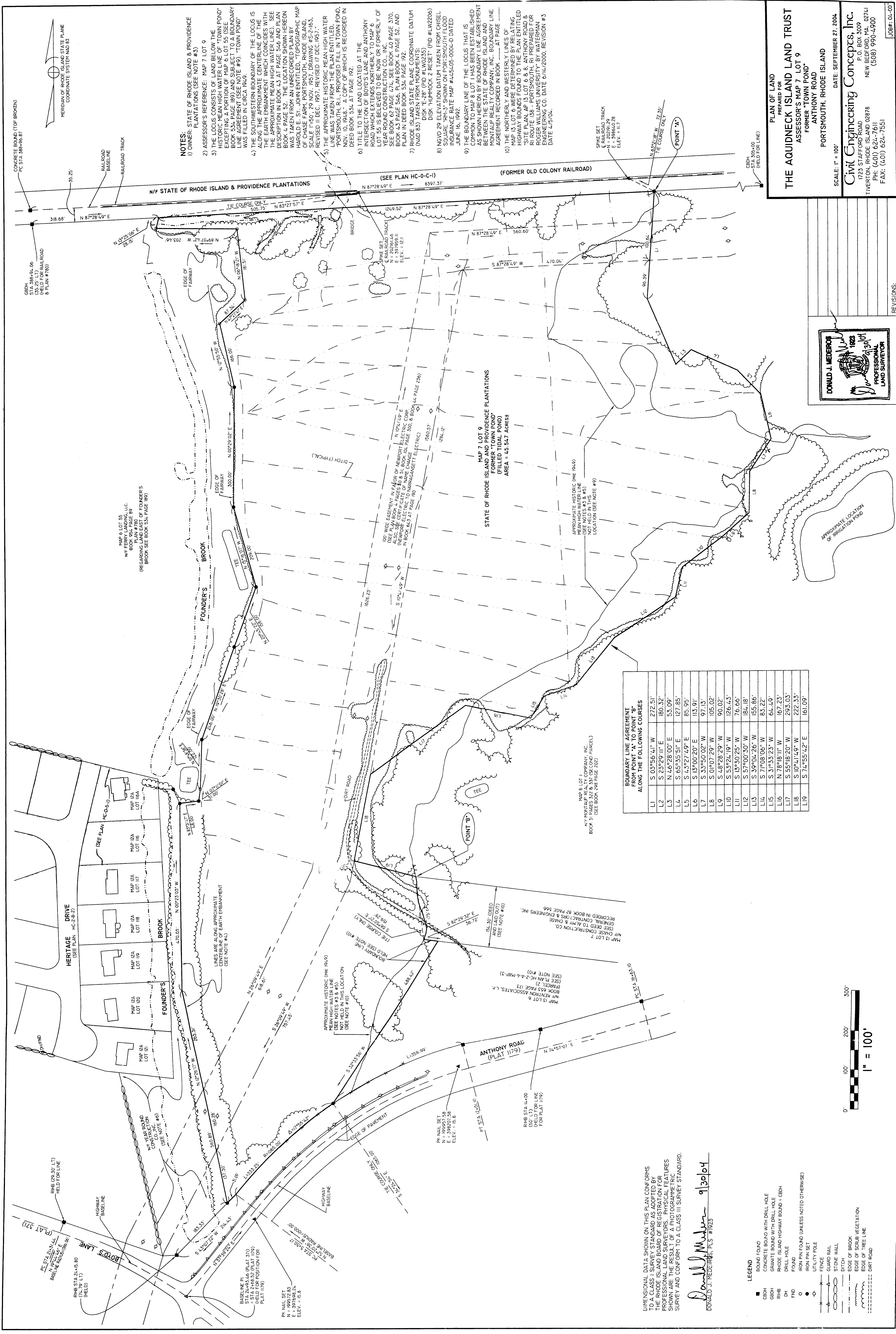
N/F	- NOW OR FORMERLY	PK NAIL	- MASONRY NAIL
A.P.	- ASSESSORS PLAT	PED.	- PEDESTRIAN
DH	- DRILL HOLE	RIHB	- RHODE ISLAND HIGHWAY BOUND
(FND.)	- FOUND	FE	- FLARED END
+	- PLUS OR MINUS	RCP	- REINFORCED CONCRETE PIPE
S.F.	- SQUARE FEET	X 10.8	- SPOT GRADE
—	- STONE WALL	— 15	- EXISTING CONTOUR
—	- FENCE	INV.	- INVERT
STY.	- STORY	CB	- CATCH BASIN
AC.	- ACRES	—	- SANITARY SEWER MANHOLE
W/F	- WOOD FRAMED	—	- STORM DRAIN MANHOLE
SHP	- STATE HIGHWAY PLAT	—	- ELECTRIC HANDHOLE
R/W	- RETAINING WALL	—	- WATER GATE

8	05/02/05	ADD DRAINAGE SWALE	TJW
7	02/01/05	REVISED PER ZONING COMMENTS	TJW
6	01/11/05	REVISE DRAINAGE PLAN	TJW
5	10/28/04	REVISED GRADE AND DRAINAGE	TJW
4	10/20/04	REVISED GRADE AND DRAINAGE	LRS
NO.	DATE	REVISION	BY
PROPOSED CONDITIONS PLAN AP 13 LOTS 6 & 8 ANTHONY RD. & RI ROUTE 138 - PORTSMOUTH, R.I.			
PREPARED FOR: ROGER WILLIAMS UNIVERSITY PHONE # 1-401-254-3859 BRISTOL, RHODE ISLAND			
PROJECT NO. p00.110 SCALE 1"=30' DATE: JUNE 14, 2000 DRAWN BY: RSL CHECKED BY: LRS FILE NAME: 00110PROPOSED			

**WATERMAN ENGINEERING CO.**  
CIVIL ENGINEERS - SURVEYORS  
EAST PROVIDENCE RHODE ISLAND







**TEMPORARY ACCESS EASEMENT**  
**RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**  
**PORTSMOUTH, RI**

**KNOW ALL PERSONS BY THESE PRESENTS** that the **STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**, acting by and through the **RHODE ISLAND DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the Grantor, in pursuance of and by virtue of Title 37, Chapter 7, Section 8 of the General Laws of Rhode Island, as amended, for good and other valuable consideration the receipt of which is hereby acknowledged, hereby grants to the **RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**, with its principle place of business at 235 Promenade Street, Providence, RI 02908-5767, hereinafter referred to as the Grantee, and its assigns

A Temporary Access Easement for a period of two (2) years commencing on March 1, 2004 and terminating on February 28, 2006 for the sole purpose of moving construction equipment of various types into and out of the wetland restoration project area at Town Pond (hereinafter referred to as the Restoration Area), as more fully described in Exhibit "A", which is attached hereto and incorporated herein by reference, within a portion of the Newport Secondary Railroad Right-of-Way, such portion containing approximately three thousand (3,000) linear feet, more or less (the Temporary Access Easement Area) located in the Town of Portsmouth, County of Newport, State of Rhode Island and Providence Plantations, said land owned in fee simple by the Grantor and being shown on certain plan(s) attached hereto and incorporated herein by reference as Exhibit "B".

Hereinafter the use of the word Easement or Easement Area, whether singular or plural, shall include the Temporary Access Easement herein granted.

It is the intention and agreement of the parties hereto that:

A. Said Easement shall be subject to any existing natural watercourse, physical conditions, occupancies and encroachments, if any, that an accurate survey or personal inspection of the Easement may disclose, to the rights of any parties in possession to the right of access, across said Easement Area by the National Railroad Foundation and Museum (NRFM), operators of the Old Colony and Newport Railway and the Newport Dinner Train over the Railroad Right-of-Way, to other easements, covenants, restrictions and other encumbrances of record.

B. The Grantee shall have the right during the terms of this Easement to enter and reenter the Easement Area with the Grantee's servants, employees, independent contractors, agents, vehicles, machinery and equipment for the purpose stated herein in Exhibit A.

C. The Grantee shall not fence in or otherwise enclose this Easement Area without the prior written consent of the Grantor, which consent shall not be unreasonably withheld or delayed.

D. In the exercise of its rights under this Easement, the Grantee shall promptly refill any holes or depressions made by the Grantee, its agents or contractors within the Easement Area, and regrade and restore said Easement Area to substantially the same condition as said Easement Area existed prior to any such use of the Right-of-Way. Such restoration shall be subject to the written approval of the Grantor, which approval should not be unreasonably withheld or delayed.

E. The exercise of the rights of the Grantee under this Easement shall be at the sole cost and expense of the Grantee and such rights shall be exercised in a manner, which will not unreasonably interfere with the Grantor's use of the Easement Area. Grantor and Grantee shall use reasonable efforts to coordinate their work in the Easement Area. In the event such work cannot reasonably be conducted simultaneously, if either party is performing work that could reasonably be considered to be of an emergency nature, the parties will work together to provide access during the emergency. If both parties are doing work of an emergency nature or both are doing work of a non-emergency nature, and such work cannot reasonably be conducted simultaneously, then Grantor's work shall be given priority.

F. In connection with the sole purpose of moving construction equipment of various types into and out of the wetland restoration project area at Town Pond said Access Easement Area or to said Easement by or on behalf of the Grantee, the Grantee agrees that such work shall be performed in a good and workmanlike manner and in as prompt, efficient and continuous manner as possible. The Grantee shall be solely and completely obligated to repair any damage to the Grantor's Railroad Right-of-Way and/or rail infrastructure and that no additional drainage shall flow onto the Right-of-Way in connection with the Grantee's project.

G. The Grantee, for itself and on behalf of its successors and assigns, hereby agrees and covenants to defend, indemnify and hold forever harmless the Grantor from and against all claims, causes of action, suits, losses, damages, liability and expenses including, but in no way limited to, the costs of suits and reasonable attorney's fees, to the extent they arise out of or are in any way related

to the Grantee's activities and operations within this Easement Area and/or the Grantee's failure to perform any or all of the covenants of this Easement required of Grantee to be performed hereunder and/or the Grantee's failure to comply with all Federal, State and municipal laws and regulations with respect to Grantee's obligation under this Easement except when caused by the negligence or willful misconduct of the Grantor or its employees or agents, and the Grantee's indemnification shall include, without limitation thereto, damage to property, personal injuries and bodily injury including death. The Grantee hereby waives any right to recovery or offset against the Grantor of the cost or payment of any such claims, causes of action, suits, losses, damages, liabilities and expenses including, but in no way limited, to the cost of suits and attorney's fees, to the extent arising solely out of the Grantee's activities and operations within the Easement Area and/or the Grantee's failure to perform any or all of the covenants of this Easement required of Grantee to be performed hereunder and/or a Grantee's failure to comply with all Federal, State, municipal laws and regulations with respect to Grantee's obligation under this Easement except when caused by the negligence or willful misconduct of the Grantor or its employees or agents.

The Grantee shall give the Grantor prompt and timely notice of any claim made or suit instituted against the Grantee and/or the Grantor, which in any way could result in indemnification hereunder. The Grantor and Grantee shall have the right to participate in any compromise, or any defense of same, to the extent of their own interest hereunder.

H. The Grantee or its assignee shall procure and keep in effect for the duration of this Easement public liability insurance as well as contractual liability insurance covering all liabilities assumed by the Grantee hereunder without exception or restriction of any kind. Said insurance shall be in limits of not less than Two Million Dollars (\$2,000,000) per occurrence for personal injury, bodily injury, including death, and/or property damage whether of the Grantee, the Grantor, or other person, and shall contain a waiver of subrogation against the Grantor. Said policy will have a Six Million Dollar (\$6,000,000) aggregate. Grantee will also provide and keep in effect a Worker's Compensation Insurance policy complying with the requirements of the statutes of the jurisdiction in which the Easement Area is located covering all employees of the Grantee. Said policy will be in limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence and naming Grantor as additional insured and stating whether or not there is a deductible and the amount if any. As evidence of such coverage, Grantee shall provide the Grantor with a certificate of said insurance

on an annual basis issued by an insurance company licensed to do business in the State of Rhode Island, in a form acceptable to Grantor. Coverage will be on an occurrence basis. Deductibles in excess of \$10,000 will require the prior written approval of the Grantor. Self-insured retentions will not be allowed without the prior, express written approval of the Grantor. The Grantor, its agents and employees will be named as a loss payee and an additional insured to the policy. An endorsement giving the Grantor thirty (30) days notice of cancellation will be required. Coverage will be continuous and remain in effect for the duration of this Easement and evidence of renewals will be provided to the Grantor. Any failure of the Grantee to comply with reporting requirements or other breaches of warranties shall not affect coverage provided to the State as indemnitee and additional insured, its officers or employees. Coverage shall be in 1994 ISO (Insurance Services Office, Inc.) Commercial General Liability form or equivalent.

I. The Grantee agrees that this Easement shall not be used for storage of flammable, explosive or hazardous materials or waste.

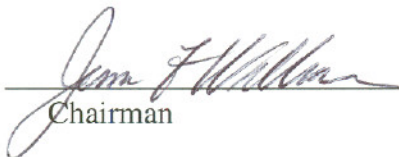
J. Grantee will indemnify, save harmless and defend the Grantor from any claim or claims arising from the discovery, uncovering, finding, transportation, storage and disposal of any oil, hazardous material, hazardous waste or hazardous substances, as those terms as defined by any applicable law, rule or regulation, including without limitation, the Rhode Island Hazardous Waste Management Corporation Act, R.I.G.L. 23-19-1 et seq., the Rhode Island Hazardous Substance Act, R.I.G.L. 23-24-1 et seq., the Rhode Island Rules and Regulations for Hazardous Waste Generation, Transportation, Treatment, Storage and Disposal, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. 9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., on, beneath, above and under the Easement Areas attributable to Grantee subsequent to the date of this Easement arising under Rhode Island General Laws, Section 23-19-1 through 23-19-27 inclusive, as amended or otherwise.

K. This Easement is conveyed by the Grantor to the Grantee solely and is subject to the rights of the Grantor, its successors and assigns, to disapprove any subsequent transfer or conveyance by the Grantee or its sub-Grantees of any or all of the rights and interests herein conveyed, whether by easement, lease, license or any other means, except that the Grantee or its sub-Grantees may convey without written approval of the Grantor, their rights and interest hereunder, in whole or in part, to any of their parent company or to the extent the Grantee or sub-Grantee are required by law;

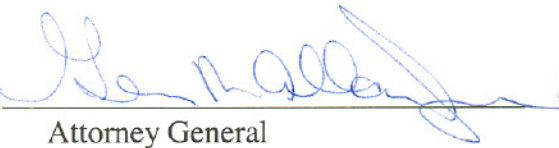
**STATE PROPERTIES COMMITTEE**

**APPROVED** this 27th day of January, A.D. 2004 by the  
State Properties Committee.

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Chairman

**APPROVED AS TO FORM**

By:   
Attorney General

**APPROVED AS TO SUBSTANCE**

By:   
Director of Administration

**APPROVED:**

By:   
Public Member

## **EXHIBIT "A"**

### **EASEMENT DESCRIPTION:**

A Temporary Access Easement commencing on March 1, 2004 and terminating on February 28, 2006 for the sole purpose of moving construction equipment of various types into and out of the wetland restoration project area at Town Pond (hereinafter referred to as the Restoration Area) within a portion of the Newport Secondary Railroad Right-of-Way, such portion containing approximately three thousand (3,000) linear feet, more or less (the Temporary Access Easement Area) located in the Town of Portsmouth, County of Newport, State of Rhode Island and Providence Plantations, said land owned in fee simple by the Grantor and being shown on certain plan(s) attached hereto and incorporated herein by reference as Exhibit "B".

Exhibit "B"

*Portsmouth  
Rhode Island*

*Newport Secondary Rail*

*3000 Linear Feet*

*Town Pond*

*HERITAGE DR*

*RICHARD DR*

*ANTHONY RD*

*BOYDS LN*

*E MAIN RD*

